

For the attention of Elizabeth Martin
Lyneham and Bradenstoke Parish council
72 The Green
Poulshot
Wiltshire
SN10 1RT

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Our ref: CY02/JB13/64831.9999/TRACE

Your ref:

3 March 2023

When telephoning please ask for: Cathryn Tracey

Dear Elizabeth

BURGESS SALMON LLP LETTER OF ENGAGEMENT – Common Land at Village Common – Lyneham – WT245282 (the “Common”)

Thank you for instructing Burgess Salmon LLP. This letter and the accompanying documents set out the scope of our instructions and explain the basis on which we provide and charge for our services. If anything is unclear, we are happy to discuss it with you.

OUR CLIENT

We will be acting for Lyneham and Bradenstoke Parish Council for the purpose of this instruction and not for any other person. Our main contact(s) will be Elizabeth Martin. Unless you tell us otherwise, we will use the following contact details:

Address: As above
Telephone: (work) 01249 561020
Email: parish.clerk@lynehamandbradenstoke-pc.gov.uk

Any reference in this letter to "you" or "your" shall be a reference to Lyneham and Bradenstoke Parish Council.

If you wish to provide copies or summaries of our advice to other people or entities please consult with us first so that we may consider with you the protection of legal privilege in the advice.

OUR TEAM

Within the firm, Julian Boswall will be responsible for managing and supervising this instruction. Julian will be assisted by Cathryn Tracey and other lawyers and staff listed below, as well as trainee solicitors and paralegals from time to time. The team's details are as follows:

Name	Status	Direct phone	Email
Julian Boswall	Partner	0117 307 6851	Julian.Boswall@burgess-salmon.com
Cathryn Tracey	Senior Associate	0117 939 2223	Cathryn.Tracey@burgess-salmon.com
Emily Kell-Rowan	Solicitor	0117 902 7297	Emily.Kell-Rowan@burgess-salmon.com

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Classification: Confidential

Ewan Gadsen Associate 0117 902 2725 Ewan.Gadsden@burges-salmon.com

We may however involve other team members, trainees or specialists in particular areas as necessary.

WORK INVOLVED

You have asked us to advise you in connection with the s38 application (the “**Application**”) submitted by Gladman Developments Limited (the “**Developer**”) over land at the Common.

You acknowledge that planning permission for the development has been granted but that in order build out the proposed development works are required to the common land that you own and manage. Consequently you want to ensure that all necessary and appropriate consents are secured, including common land consent and proprietary rights.

You have also asked that we assist you in updating the title registers for three parcels of land held by you within the Parish. This is to ensure that the titles reflect the appointment of Elizabeth Martin as Clerk to the Council.

The work involved in this **will include the following:**

- 1 Contacting the Planning Inspectorate seeking an update on the Application;
- 2 Provide a high-level written advice note setting out:
 - (a) the options and next steps available to you as a result of the Developer’s Application including any engagement by you with the Developer and the prospects of objecting to the Application;
 - (b) reviewing the title documents for the Common held by HM Land Registry and advising upon any proprietary rights which the Developer may require from you including an initial view on whether you are able to claim ransom value for any proprietary rights.
- 3 Drafting and making applications to the Land Registry on Form AP1 to ensure that the following titles are updated to reflect Elizabeth Martin as the current Clerk to the Council;
 - (a) WT130790 – Land At Bradenstoke
 - (b) WT245282 - Land at Lyneham, Chippenham
 - (c) WT301541 - Land at Pound Close, Lyneham, Chippenham

TIMESCALES

We will report to you regularly and will update you whenever there are important developments.

FEES

Our fees for this instruction will be based on hourly rates. The current hourly rates of the lawyers who will be involved are as follows:

Name	Current hourly rates (£)
Julian Boswall	530
Cathryn Tracey	405
Ewan Gadsen	370
Emily Kell-Rowan	270

Trainee

155

These rates do not include VAT, which will be added to your account. The rates are usually reviewed each year on 1 May.

On the information available to us now, we estimate that our charges on this instruction will be **between £3,000 to £4,000**. However, various factors outside our control might cause this to change, such as the conduct of other parties. If changes occur that are likely to increase our charges as this instruction progresses, we will discuss this with you and, if necessary, agree an adjustment to our estimate.

If we become aware of any additional work that we need to do, we will discuss this with you. If you want us to do the additional work, the fee for it will be based on our hourly rates. We will send you the details.

If this instruction is ended before the expected date of completion, we will charge you for the work done (and expenses incurred) until the time at which it ended. The charge will be fair and reasonable, bearing in mind the original fee limit and the stage that the transaction had reached.

EXPENSES

We will also charge you for the incidental expenses we may incur in acting for you on this instruction including, but not limited to, travelling expenses, search and registration fees. Please refer to the Terms of Business for further details.

BILLING

We will bill you on completion of this instruction. However, if it has not been completed within 6 months of the date of this letter, we may send you an interim invoice for our costs up to that date and thereafter we may send further monthly invoices if the matter remains ongoing.

If your matter is not completed for any reason (for example, you decide not to proceed after beginning to instruct us), you will be billed for the work already undertaken.

You must pay VAT on all amounts invoiced to you, unless the work is zero rated or exempt from or outside the scope of VAT.

CYBER RISK AND EMAIL FRAUD

Cyber-related email fraud is on the rise. Please be aware that our bank account details are unlikely to change. If you receive any email or other correspondence purporting to inform you of a change in our account details, please let Julian Boswall know immediately by telephone who can then confirm our bank account details. We also recommend that, prior to transferring any funds to us, you contact us by telephone to verify our account details as we are unable to take responsibility for funds which are sent to an incorrect bank account.

Should you receive any suspicious correspondence please contact us on a verified number. Numbers can be verified on our website, or by contacting us using the details set out in the Solicitors Register hosted on the Solicitors Regulation Authority website. Our website also contains general advice in relation to e-mail fraud/scams and details of any fraudulent activity which has been notified to us.

OUR LIABILITY

Please read the section headed "Liability" in our attached Terms of Business. After carefully considering the nature of this instruction, the issues involved, the extent of our involvement and the estimated level of fees, our total liability on this instruction will not exceed £3 million per claim. When considering what may be regarded as *one claim* for the purposes of this limit of our liability all claims against the firm arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or

transactions, similar acts or omissions in a series of related matters or transactions and all claims against the firm arising from one matter or transaction will be regarded as one claim.

COMPLAINTS

If an issue or a problem should arise with any of the services we provide, or if you wish to object to a bill, please contact Julian Boswall. If you think we have not resolved the issue or problem satisfactorily you should contact the Managing Partner, Roger Bull, who is the Client Care Partner of Burges Salmon LLP, at the address shown in this letter. A copy of our detailed complaints procedure is available on our website.

If you are not satisfied with our handling of your complaint, individuals and small organisations may contact the Legal Ombudsman; please refer to our accompanying Terms of Business for the Legal Ombudsman's contact details and information on making a complaint to the Ombudsman, including the relevant time limits for that.

TERMS OF BUSINESS

We are enclosing a copy of our Terms of Business, which sets out in more detail the terms on which we work for our clients on this type of instruction.

It is most important that you understand clearly the scope of our instructions and the basis of our charges. If you have any questions, we will be happy to discuss them with you. Please sign and date a copy of this letter where indicated below in order to confirm that you accept the terms of engagement set out in this letter and the accompanying Terms of Business and then return the signed and dated copy letter to us by email.

Please note that pending receipt from you of the signed Engagement Letter or email confirmation (unless you tell us otherwise) we will proceed on the basis of your acceptance to the terms of engagement set out in this letter and the enclosed Terms of Business.

APPLICABLE LAW

Our relationship with you will be governed by the law of England and Wales and will be subject to the exclusive jurisdiction of the courts of England and Wales.

Yours sincerely



Julian Boswall

Partner

For BURGESS SALMON LLP

Encs: Copy Engagement Letter for signature
Terms of Business

I/We confirm that I/we accept the terms of engagement set out in this letter and the enclosed Terms of Business.

.....
Signed

Date:

BURGES SALMON LLP TERMS OF BUSINESS

1 INTRODUCTION

- 1.1 These Terms of Business and our Engagement Letter (together, the "Terms") set out the contractual terms upon which Burges Salmon LLP provides its services to you. Your continuing instructions will amount to your acceptance of the Terms. Our Terms are not intended to create a Contentious Business Agreement unless expressly stated to the contrary.
- 1.2 Our Engagement Letter may take the form of a general engagement letter, a confirmation of instruction, a record of instruction, letter of instruction, scoping email and/or similar document agreed in writing between you and us in connection with your matter(s). Once accepted, the Terms will govern the entirety of our relationship with you from our first contact with you.
- 1.3 Where we send a general engagement letter these Terms of Business will apply to all matters that we undertake for you under that general engagement letter.
- 1.4 Burges Salmon LLP is a limited liability partnership, being a body corporate that has "members". There is no partnership between the members or between the members and the firm. A reference in these Terms or in the course of your dealings with the firm to a person being a "partner" is a reference to that person as a member of the firm.
- 1.5 Reference in these Terms to the "firm", "we", "us" or "our" means Burges Salmon LLP. Similarly, "you" shall mean the person or persons, corporate entity or other body to whom our Engagement Letter is addressed.

2 FEES AND EXPENSES

- 2.1 At the outset of a matter, our Engagement Letter will set out the specific arrangements concerning our fees and expenses and we may provide an estimate of these costs. Our Engagement Letter will also set out the basis on which we will charge for the provision of our services. Our work is charged in six minute units using hourly rates based on seniority and experience. Unless confirmed otherwise, our fees are calculated by the time spent on the matter.
- 2.2 Our hourly rates are reviewed from time to time and at least annually (usually on 1 May) where the rates will increase each year at least in line with the UK Consumer Price Index over the previous 12 month period. We will inform you of any changes to our hourly rates and the effective date of any change.
- 2.3 We will also charge you for the incidental expenses we may incur in acting for you. These may include, but are not limited to, travelling expenses, search and registration fees, any material printing or photocopying and courier charges.

- 2.4 If we need to instruct other professional advisers, you will be responsible for paying their fees. If we think such an instruction becomes necessary, we will discuss this with you and give you details of their fees.
- 2.5 If we have agreed with you that we will use our secure online portal – Burges Salmon clientspace® - in connection with this matter the fees that we will charge you are directly proportionate to the volume of documents and other content stored on your site and will be clearly marked on our invoice(s). The fee will be calculated at a rate of £120 per month for up to 1 GB of stored data, with an extra fee of £120 per month for each additional GB (or part thereof) of data stored, unless agreed otherwise.
- 2.6 We may require payments in advance for our fees and expenses. We will put them in a Client Account and set them, with interest earned, against future invoices. If a payment on account is not provided in accordance with our request, we may suspend work informing you that we have done so, or we may terminate our contract with you after having given you reasonable notice. The total amount of our fees and expenses may be more than the payment requested in advance from you.

3 BILLING AND PAYMENT

- 3.1 Our interim invoices, final invoices and VAT invoices will be addressed to you unless agreed otherwise with you in writing. Tax invoices must be addressed to the individual or entity that receives the benefit of our advice.
- 3.2 We may issue interim invoices monthly or at other periodic intervals which we regard as appropriate in the circumstances unless agreed otherwise with you in writing.
- 3.3 In contentious matters we will deliver interim statute bills on a monthly basis. These bills will be full and final for the period they cover. You consent to take delivery of such bills by email unless agreed otherwise with you in writing.
- 3.4 You agree to pay all invoices in UK pounds sterling within 14 days of the date of each invoice.
- 3.5 You agree to pay VAT on all invoices at the rate applicable unless the work is zero rated or exempt from or outside the scope of VAT.
- 3.6 If you have made payments on dates or in amounts different from those agreed or if we have suffered exchange-rate losses of over 5 per cent of the sums due, then we reserve the right to charge additional amounts to cover our costs. Any movement in exchange rates relating to UK pounds sterling, whether or not caused by the UK leaving the European Union, will not affect your obligation to pay our invoice(s) by the due date.
- 3.7 It is our policy not to accept cash payments. We reserve the right to refuse a cash deposit as payment of our invoice and to require payment of the amount due by bank transfer.

- 3.8 If you agree with a third party that they will pay or guarantee our fees and expenses then that agreement does not affect your obligation to pay our invoice(s) by the due date should the third party fail to pay. You will be liable for VAT in all cases.
- 3.9 Unless agreed otherwise in writing with you, where we act jointly for more than one client in relation to a matter you agree that each client will be jointly and severally liable for payment of our invoices.
- 3.10 If any amount is unpaid 14 days after the date of our invoice(s) then we reserve the right to:
- (a) charge interest for late payment at the higher of 2 per cent over the then current Lloyds Bank plc. base rate, the rate then currently payable on judgment debts, or the rate payable under the Late Payment of Commercial Debts (Interest) Act 1998;
 - (b) suspend work on any or all of your matters and inform you that we had done so;
 - (c) keep your papers, documents or other property which we are in possession of until the sum due to us from you is paid irrespective of whether you or we have terminated our contract with you; and / or
 - (d) terminate our contract with you provided that we have given you reasonable notice.

4 ALTERNATIVE METHODS OF FUNDING

- 4.1 You should consider whether you have an alternative way of paying our costs where you are or might be involved in a dispute. Another body (e.g. your employer or trade union) could be responsible for your costs. It is also possible that you hold a legal expenses insurance policy that covers our costs.
- 4.2 It is important that you tell the lawyer supervising the matter if you think you may have such an alternative as it may affect the recovery of costs from your opponent. If another body does pay your costs then, with your consent, we may have to tell that body about your dispute.

5 CLIENT ACCOUNT

- 5.1 We deposit your monies with such banks as we may from time to time decide in accordance with our regulators' Accounts Rules. The details of the bank where your funds are held can be provided to you, on request.
- 5.2 We have no immediate control over these monies while they are held on deposit and we will not be liable to you for any monies lost as a result of the failure of the bank. In these circumstances, you may be entitled to compensation under the Financial Services Compensation Scheme.
- 5.3 Interest is earned on our Client Account. We have an interest rate policy which is designed to ensure you are treated fairly and which complies with our regulatory requirements. This is available on request.

6 RESIDUAL BALANCES

- 6.1 If we are holding any of your money at the end of a matter we will either send it to you or, if there are other ongoing matters that we are working on for you, we may transfer the money to your account on one of those other open matters (where this is permitted by our regulators' Accounts Rules).
- 6.2 Where we do send the money to you we will usually send it by electronic transfer to a bank account confirmed by you. If we do not hold such bank account details then we will send the money by cheque to the address stipulated in our Engagement Letter. However, balances of up to £20 will be donated to the Burges Salmon Charitable Trust, unless you notify us in writing to the contrary.
- 6.3 If you do not present our cheque for clearing within six months we will cancel it for security reasons and endeavour to let you know that we have done so. We will try to contact you by email, phone or in writing (at your last known address) to seek your instructions or your consent to donate the balance to charity. If we are unable to contact you or get your instructions within a further three months, we will make arrangements to donate the funds to the Burges Salmon Charitable Trust in accordance with our regulators' Accounts Rules.

7 CONSUMERS

- 7.1 If you are an individual acting for purposes which are wholly or mainly outside of your trade, business, craft or profession and our contract with you for legal services is entered into when or after physically meeting you away from our business' premises, the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 will apply to our contract with you.
- 7.2 This means that you have the right to cancel our contract with you within 14 days, without giving any reason. The cancellation period will expire at the end of 14 days after the conclusion of our contract with you.
- 7.3 To exercise your right to cancel, you must make a clear statement (letter or email) to us setting out your decision to cancel. To meet the cancellation deadline, it is sufficient for you to send this statement before the cancellation period has expired. This will end the obligations of both you and us under the contract.
- 7.4 You may require us to begin work on your matter during the 14 day cancellation period. Please let us know immediately if you wish to waive the 14 day cancellation period. If you expressly request we begin work on your matter during the cancellation period, we reserve the right to ask you to pay an amount proportionate to what service has been carried out prior to you communicating any cancellation. If you have made a payment on account you will only receive a refund for that part of our services not provided.

7.5 If you decide to cancel before the end of the cancellation period and we have not started to provide our services, you will receive a full refund of any fees paid. You will not have the right to cancel the contract if you request we start work within the cancellation period and we have completed those services.

8 LIABILITY

8.1 Through your acceptance of these Terms, you are agreeing that the scope of our services as set out in the Engagement Letter meets your requirements. We have a duty to provide our services to you with reasonable care and skill but this duty shall be limited to the matters set out in our Engagement Letter.

8.2 There is no contract between you and any partner, employee or consultant of the firm. Any advice given to you or any other work done for you by one of our partners, employees or consultants is given or done by that person on our behalf and not in his or her individual capacity. You agree that you will not bring any claim against any of our partners, employees or consultants for any matter arising in any way out of providing the services to you. You agree that if, as a matter of law, any of our partners, employees or consultants would otherwise owe you a duty of care that duty is excluded from our contract with you. Any claim you wish to make can only be made against the firm and not against a partner, employee or consultant of the firm.

8.3 Nothing in these terms is intended to prevent you from complaining to the SRA or The Law Society of Scotland about the conduct of any of our solicitors.

8.4 Any claim you wish to make against the firm for breach of contract, breach of duty or fault of negligence or otherwise whatsoever arising out of or in connection with our engagement with you shall be brought against us within six years of the act or omission alleged to have caused the loss in question.

8.5 We maintain professional indemnity insurance in accordance with our professional rules. In accordance with the disclosure requirements of The Provision of Services Regulations 2009 our professional indemnity insurers are QBE Insurance (Europe Ltd) and others. QBE's address is Plantation Place, 30 Fenchurch Street, London, EC3M 3BD and its telephone number is +44 (0)20 7105 4000. The territorial coverage of our policy is worldwide.

8.6 Our advice and services are for your benefit only in connection with the particular work that you instruct us to do. Unless agreed otherwise with you in writing, our advice is not intended to be used or relied upon by anyone else, or for a different purpose. You should not, therefore, disclose our advice to anyone else without our consent or rely on it in connection with any other matter.

8.7 If you are instructing us in your personal capacity as an individual we will take instructions from you and where applicable any other contact named in our Engagement Letter, as confirmed by you.

8.8 If you are instructing us on behalf of an organisation we will take instructions from the contact(s) named in our Engagement Letter, as confirmed by you. We may also take instructions from and provide advice in this matter to other individuals within your organisation.

8.9 Where more than one of you is instructing us jointly we are only able to accept instructions on the following basis:

- (a) You all agree that we can share relevant confidential information and advice in relation to your joint matter with all of you;
- (b) We may accept, and rely upon, instructions given by any one of you on behalf of the other clients unless one of you informs us in writing to the contrary;
- (c) As long as you all continue to have a substantially common interest in relation to this matter.

If one or more of you advises us that they are not willing to proceed on this basis, or if a conflict of interest arises between joint clients, we may suspend or terminate our retainer in relation to one or both of you.

9 LIMIT OF LIABILITY

9.1 You agree that in relation to the services we provide to you (in particular including but not limited to those described in our Engagement Letter) our total liability will not exceed £3,000,000 per claim unless a different amount is specified by us in our Engagement Letter. We will also exclude any consequential or indirect loss, whether or not it might have been foreseeable at the start of the matter.

9.2 Our liability to you will also be limited to that proportion of the loss or damage (including interest and costs) that you have suffered and that a court has ordered against us after taking account of how far any other person responsible or liable to you for the loss or damage has contributed to it. In assessing anyone else's contribution, we will ignore any limit imposed on their liability by any agreement made before the loss or damage occurred.

9.3 The limitations and exclusions on liability will not apply to any liability for death or personal injury caused by our negligence or for any other liability that cannot lawfully be excluded or limited.

9.4 If we are acting for more than one person, the limit of liability will have to be allocated among you. If the Engagement Letter does not expressly set out each person's share, that allocation will be a matter entirely for you. If, for whatever reason, you do not agree on an allocation, then you agree not to dispute the limit of liability on the grounds that no such allocation was agreed.

9.5 We do not provide a key dates service to you. Unless the Engagement Letter says otherwise, we shall not be responsible for advising you on non-legal issues (including, but not limited to, commercial risk, the valuation of any property and tax related issues).

9.6 From time to time we may receive company audit requests from you or from third parties in relation to you. We will not respond to such requests from third parties without notifying you first and requesting your permission to respond. Our responses follow a set format and we will be unable to disclose information that falls outside of what is appropriate for us to provide. We reserve our right to charge you for providing a response to an audit request. The request will be dealt with in accordance with these Terms. Our total liability in connection with complying with any audit request/s on your behalf shall be limited to £3,000,000 per claim.

10 THIRD PARTIES

- 10.1 If we engage other professionals or third parties on your behalf (including, but not limited to, counsel, overseas lawyers, accountants, expert witnesses or costs draftsmen), whether in the UK or abroad, we will do so as your agent. We cannot be responsible for any act or omission of such a professional or third party unless otherwise agreed in writing, including where you have instructed them directly.
- 10.2 We will credit your account with any commission we receive from a third party relating to a matter we are handling for you.
- 10.3 We are not responsible for information security measures maintained by third parties including professional third parties that we have engaged on your behalf.
- 10.4 Our Privacy Policy, which can be found on our website www.burges-salmon.com/privacy-policy provides more information about how and when we transfer personal data to such third party professionals.

11 CONFLICTS

- 11.1 Under legal and professional rules we may have to stop acting for you if there is a conflict between your interests and those of another client, or between our interests and your interests. We have procedures in place to identify actual or potential conflicts with the interests of our other clients and ourselves.
- 11.2 Subject to compliance with the professional rules that regulate our conduct, we may act or continue to act for another client after the termination of our retainer with you, including in circumstances where we hold information which is confidential to you and material to our involvement with the other client. We would not in these circumstances disclose your confidential information to the other client.

12 ENDING OF INSTRUCTIONS

- 12.1 Once instructed, we will normally continue to act for you in your matter until its conclusion. However, you may end your instruction at any time by giving us notice in writing.
- 12.2 We can decide to stop acting for you with good reason and on providing reasonable notice. Subject to that, we reserve the right to terminate our contract with you if our invoices are not paid or not paid in a timely manner and in the event of your bankruptcy or insolvency.
- 12.3 If circumstances arise where it is appropriate for you or for us to end the instruction, you will be responsible for our fees and expenses up to the date the instruction ends. You will also be responsible for any fees and expenses arising from our ceasing to act for you or the transfer of the work to another adviser of your choice.

13 CONFIDENTIALITY

- 13.1 Unless you consent or we are compelled by law, we will not disclose any of your confidential information which we obtain or have obtained whilst engaged on this or any of your matters save that you consent to disclosure to **i)** our insurers, advisers and insurance brokers in relation to potential or actual civil claims against us, any complaint against us made in accordance with our complaints handling procedure or made under Data Protection Legislation **ii)** our regulators in compliance with our reporting obligations (and the reporting obligations of any individual solicitor) **iii)** our auditors including but not limited to external accreditation bodies, **iv)** the associated entities of Burges Salmon LLP and **v)** tax authorities. For example, we may be required by law to report to a tax authority payments of interest earned on a clients' account and information reported to a tax authority may be exchanged with tax authorities in other jurisdictions.
- 13.2 Where any partner or employee of the firm undertakes activities outside the firm, including activities in the nature of a directorship, trustee role or other governance role, all information received by that person in that capacity will be private to that person and neither that person nor the firm will have any obligation to you in relation to that information, including any obligation of disclosure.
- 13.3 If, on your authority, we are working with other professional advisers, we will assume that we may disclose any relevant aspect of your affairs to them. Sometimes we employ other companies and/or third party software to assist us in the performance of our contract with you, this could include hosting or using e-data rooms, e-disclosure providers, document analytics tools, electronic signature software (e.g. DocuSign) and undertaking other routine administrative work on our files, such as photocopying. We will always seek to put in place confidentiality provisions with any providers of such service and only share personal data in accordance with Data Protection Legislation. If you do not want us to do this with your file, please tell us as soon as possible.
- 13.4 We use direct messaging services for audio and video calling such as Microsoft Teams. Please be aware that any direct messages or documents shared on a call using these services will be viewable by all participants. For this reason, we advocate that any written confidential information is only transmitted by email. Any direct messages received via a direct messaging service may be exported and stored on your file.

14 CYBER SECURITY AND EMAIL FRAUD

- 14.1 Please be aware that our bank account details are unlikely to change. Should you receive any suspicious correspondence please contact us on a verified number. Numbers can be verified on our website, or by contacting us using the details set out in the Solicitors Register hosted on the Solicitors Regulation Authority website. Our website also contains general advice in relation to e-mail fraud/scams and details of any fraudulent activity which has been notified to us.

- 14.2 Where you provide us with contact details for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests. We will not be obliged to verify any instructions and will not be liable to you if we, in good faith, act on any instruction which it is subsequently demonstrated was not from you or a person authorised by you.
- 14.3 Unless you confirm otherwise, email will be our default means of communicating with you. We use strict procedures and security features to try and prevent unauthorised access to our systems. Unfortunately, however, the transmission of information via the internet is not completely secure and although we do our best to protect your confidential information, we cannot absolutely guarantee the security of your information. Please inform us in writing if you do not want us to use email as a form of communication with you (or if there are specific email addresses you would prefer we did not use)
- 14.4 We have a robust approach to information security and as part of this we screen emails sent or received for viruses. We strongly recommend that you install and maintain anti-virus and anti-malware software where you are corresponding with us by email.
- 14.5 We aim to communicate using secure technologies that involve a high level of encryption to protect information or data that is in transit. We use the latest version of Transport Layer Security (TLS) to encrypt emails and we recommend that our clients also use TLS to ensure end-to-end encryption. Please contact us should you wish to conduct any testing of the TLS protocol or to ensure that 'forced encryption' is enabled.
- 14.6 Where larger documents and files need to be shared between us we advocate the use of iManage Share. iManage Share is a secure auditable system that offers file and document sharing functionality. This service will not require you (or third parties) to download any software. Guidance can be issued should this service be required.
- 14.7 If you require us to use a specific cloud storage provider (e.g. Dropbox) or an alternative communication method (e.g. WhatsApp, Slack etc.) for communication, storing or sharing documents or information, we assume no responsibility for the security of the data or the provider's security standards.
- 15.3 We are committed to respecting and protecting the privacy of your personal data. Please let us know if any of the personal data we hold needs to be updated from time to time.
- 15.4 We will rely on the following legal bases under the "UK GDPR" and the General Data Protection Regulation ((EU) 2016/679) for the periods in which they are in force and to the extent applicable to us (together, the "Data Protection Legislation") for processing your personal data:
- (d) processing is necessary for the performance of, or entry into, the contract which is formed between us;
 - (e) processing is necessary for compliance with a legal obligation to which we are subject;
 - (f) where we have a legitimate interest in doing so as a legal services provider (and where our legitimate interests are not overridden by your or the relevant individual's own interests or fundamental rights or freedoms);
 - (g) where processing of "special category data" is necessary in the context of the establishment, exercise or defence of legal claims or where another legal ground other than explicit consent is available to us under Data Protection Legislation; or
 - (h) in certain circumstances, such as where we need to process "special category data" in the context of our legal work but outside the scope of (d) above, where we have obtained your express / explicit consent to do so.
- 15.5 If we need to share your personal data outside the United Kingdom we will ensure we do so in compliance with Data Protection Legislation, including where applicable by ensuring that the transfer is necessary to perform a contract in place with you or a contract entered into in your interests or it is necessary as part of administering or managing our business or service to you. As part of this, we will ensure we have a set of approved standard contractual clauses (or other approved protection mechanism) in place with such third party. Our people may access our systems remotely when working within or outside of the UK. Where they do so, they are required to use our systems and access data in accordance with all the usual policies and procedures.
- 15.6 We store client and personal data in the cloud on servers which are managed by third party service providers. So far as possible, we seek to ensure data centres processing client data are based in the UK or EEA. Where the location of a supplier's data centre is outside the EEA, we will take steps to put in place appropriate contractual clauses as detailed in 15.6 above. All our cloud-based suppliers are subject to security and confidentiality obligations and Data Protection Legislation compliance.
- 15.7 We may record calls from time to time for training, regulatory and compliance purposes.

15 PRIVACY AND DATA PROTECTION

- 15.1 Your information will be processed and kept securely by us in accordance with our [Privacy Policy](#) from time to time.
- 15.2 We, along with our subsidiary companies and associated entities, are a data controller. Our data protection officer is Paul Haggett (General Counsel), who can be contacted on 0117 939 2000 and at One Glass Wharf, Bristol BS2 0ZX.

15.8 Where applicable, you agree that you shall comply with all Data Protection Legislation in relation to any personal data you provide to us under our contract with you and shall not put us in breach of Data Protection Legislation. Without limiting the foregoing, you and we shall each provide to the other (on an on-request or proactive basis, as required) all relevant information, data, materials and assistance in our possession or control as necessary to enable the other to comply with its obligations under Data Protection Legislation, including but not limited to as such relate to the exercising of any rights under Data Protection Legislation by a data subject or the fulfilment of obligations relating to the notification of any personal data breach.

15.9 We would like to send you our law updates, newsletters and/or event information (particularly as we think it is in our and your legitimate interests for us to do so) as well as occasional surveys to seek feedback on the provision of our service to you. To help us ensure that our mailings are relevant to you (and unless we've already sent you this previously), you will receive an email from our marketing department inviting you to subscribe to our communications. You can opt-out at any time by letting us know via our website or following the unsubscribe link in our emails.

16 PAPERS HELD BY US

16.1 The majority of letters, emails, faxes and documents we receive are stored in electronic format only. When a matter has been completed and all fees paid we can return to you, at your request, any documents or other papers to which you are entitled to under the Law Society guidance applicable at the time of your request. We reserve the right to charge you for our time and costs in dealing with your request.

16.2 In accordance with our Data Retention and Archiving Policy we will generally keep a copy of our paper and electronic files relating to our work for you for at least 16 years and otherwise retain the personal data described above in order to fulfil all or any of the purposes described in our Privacy Policy. We may retain original documents (such as wills and deeds) for longer periods where deemed necessary. We may keep your data for longer than our stated retention period if we cannot delete it for legal, regulatory or technical reasons. We may also keep it for research, development, preventing conflicts of interests or statistical purposes. If we do, we will ensure that appropriate safeguards are in place to protect your privacy and only use it for the purposes described in our Privacy Policy.

16.3 We will comply if for any reason (whether during or after a matter) we are compelled to disclose documents or to give information orally or in writing about a matter or your affairs, under a court order, notice or demand served by a body or person with the authority to make us do so or in response to a subject access request under Data Protection Legislation. You agree to pay us the costs of such compliance at our then hourly rates. If any documents or information are subject to legal professional privilege we use our best endeavours to let you know and tell you that you have the opportunity to waive privilege. If you decide not to waive privilege and this is challenged, you will pay us the costs we incur in asserting privilege on your behalf.

16.4 Unless you tell us otherwise, if a third party has prepared documents for you on our instructions, and you own the copyright in or have a licence to use these documents, we may store the documents on our database in any format for future reference by our lawyers.

17 ANTI-MONEY LAUNDERING

17.1 In line with the UK's anti-money laundering legislation, we are obliged to identify and verify the identity of our clients (and beneficial owners, where appropriate) before accepting new instructions and to review this from time to time.

17.2 We may ask for identification evidence from you in line with our obligations under anti-money laundering legislation. We may use electronic verification to verify the identity of our clients (including directors and beneficial owners) from time to time. Electronic verification does not have a negative impact on credit files. It simply leaves a "light footprint" that an identity search has been carried out. Should these checks, for any reason, fail adequately to confirm identity and beneficial ownership, we may ask you for further identification evidence. We are also required to be satisfied as to the source of any funds involved in any relevant transactions.

17.3 If you fail to provide us with the information requested and required in connection with your matter, we reserve the right not to act for you or to withdraw from acting for you. In that event, we reserve the right to charge for any work already done.

17.4 Any personal data received from you for the specific purpose of proving your identity will be processed only for the purposes of preventing money laundering or terrorist financing, unless any additional use is permitted by law or you consent to us using it for a different purpose. To comply with anti-money laundering legislation, we may be required (on request) to disclose your identity information to the firm's bank from time to time where we hold monies in our pooled Client Account on your behalf. We are also required to report to the registrar discrepancies between beneficial ownership information available through Companies House and information we obtain through our own compliance checks when taking on a new client.

17.5 You accept that by appointing us to act for you we can retain your identification documents and our file for a period exceeding five years following completion of our work for you or the end of our business relationship with you in line with our Retention and Archiving Policy described above, and you consent to that retention in this context.

17.6 In certain circumstances, we are obliged by law to report to the National Crime Agency any evidence or suspicion of money laundering. The law prohibits us from notifying you that a report has been made.

18 CRIMINAL ACTS

18.1 We take a zero-tolerance approach to bribery and corruption and to the commission of and facilitation of tax evasion.

- 18.2 You shall not engage in any activity, practice or conduct which would constitute or result in an offence under any applicable criminal laws or regulations including but not limited to the Bribery Act 2010 and the Criminal Finances Act 2017 (the "Acts").
- 18.3 You shall, to the extent you are required to do so by these Acts, devise, implement and enforce your own written policies and procedures in order to prevent your associated persons giving bribes and/or facilitating tax evasion. You shall if requested by us provide us with a copy of any such written policies and procedures within seven days of that request.
- 18.4 You shall immediately notify us of any actual or suspected acts of bribery or facilitation of tax evasion in connection with the performance of our services.
- 18.5 Any breach by you of the obligations contained in this paragraph shall be deemed a material breach of our contract with you and shall entitle us to terminate our contract with you.

19 INSIDER LIST

- 19.1 If you are an issuer to whom the Disclosure and Transparency Rules issued by the Financial Conduct Authority ("Disclosure and Transparency Rules") apply then, unless you notify us to the contrary, we will assume that any matter and any information to which we have access during that matter or otherwise does not constitute inside information (as defined in the Disclosure and Transparency Rules) relating directly or indirectly to you.
- 19.2 If you are such an issuer, you must notify us in writing that a matter or any information to which we have access, during that matter or otherwise, constitutes inside information relating directly or indirectly to you in accordance with the Disclosure and Transparency Rules.

20 FINANCIAL SERVICES AND INSURANCE DISTRIBUTION ACTIVITIES

- 20.1 We are not authorised by the Financial Conduct Authority. Burges Salmon LLP is, however, included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.
- 20.2 If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice.

21 BURGESS SALMON IP IRELAND LIMITED ('BSIPIL')

- 21.1 BSIPIL is a wholly owned subsidiary of Burges Salmon LLP. It is a separate business based in the Republic of Ireland providing the services of trade mark agents/attorneys. BSIPIL and the services it provides are not authorised and regulated by the Solicitors Regulation Authority or the Law Society of Scotland, which means that BSIPIL is not governed by the same professional rules as Burges Salmon LLP. You are entitled to make a complaint should an issue or problem arise with the services provided by BSIPIL, but you will be unable to refer your complaint to the Legal Ombudsman.
- 21.2 You agree that by instructing Burges Salmon LLP we can subcontract our services to BSIPIL; refer, recommend or introduce you to BSIPIL; and you agree that the provision of our services to you may be divided between Burges Salmon LLP and BSIPIL.

22 COMPLAINTS

- 22.1 We aim to resolve complaints as soon as possible in accordance with our complaints handling procedure, which is available on our website.

Further recourse – England and Wales

- 22.2 If we have not resolved your complaint within eight weeks, or if you feel dissatisfied with our handling of it, you may refer your complaint to the Legal Ombudsman. The Legal Ombudsman only deals with complaints by consumers and small businesses, charities, clubs and trusts.
- 22.3 You will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. The Ombudsman will accept complaints up to six years from the date of the act or omission by us about which you are complaining (or if outside that period, within three years of the time when you should reasonably have known there was cause for complaint).
- 22.4 For detailed information on who may use the service, its procedures and the time periods for involving the Ombudsman, please refer to:
- The Legal Ombudsman
PO Box 6806, Wolverhampton, WV1 9WJ
Tel: 0300 555 0333
Email: enquiries@legalombudsman.org.uk
www.legalombudsman.org.uk
- 22.5 Unless agreed otherwise in writing with you, it is agreed that our contract with you is not a Contentious Business Agreement for the purposes of s.59 Solicitors Act 1974, and that you have the right to challenge any invoices (being statute bills) raised under our contract with you within the limits imposed by the assessment procedure provided for by that Act.

Further recourse – Scotland

- 22.6 If we have not resolved your complaint within 28 days, or if you feel dissatisfied with our handling of it, you may refer your complaint to the Scottish Legal Complaints Commission ("the SLCC").
- 22.7 You will need to bring a complaint to the SLCC within one year of our service to you ending or the occurrence of the conduct which is the subject of your complaint. However, the SLCC will disregard any time it considers the complainant was excusably aware of their concerns. If you make a complaint after the one year deadline has passed, it is unlikely that your complaint will be considered unless there are exceptional circumstances. For detailed information on who may use the service, its procedures and the time periods for involving the SLCC, please refer to:

The Scottish Legal Complaints Commission
10-14 Waterloo Place
Edinburgh EH1 3EG
Tel: 0131 201 2130
Email: enquiries@scottishlegalcomplaints.org.uk
<http://www.scottishlegalcomplaints.com>.

- 22.8 If you are not satisfied with our response to a complaint about an invoice, then you may be entitled to have our charges reviewed by the court under Section 61A of the Solicitors (Scotland) Act 1980 (which is called "taxation").

23 RIGHTS OF THIRD PARTIES

- 23.1 For the purpose of the Contracts (Rights of Third Parties) Act 1999, we agree that no term of our contract with you is enforceable by a third party, except that the partners, consultants and employees of the firm may enforce the limitations and exclusions in the section above headed "Liability".
- 23.2 You may not assign the benefit of these Terms to any third party without our prior written consent which will not be unreasonably withheld.

24 SEVERABILITY

- 24.1 If any provision or part-provision of these Terms becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.
- 24.2 If any provision or part-provision of these Terms is deemed deleted under paragraph 24.1, you agree to negotiate with us in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25 ENTIRE AGREEMENT

- 25.1 These Terms may change from time to time.

25.2 These Terms and the terms of any Engagement Letter constitute the entire agreement and understanding between you and us in relation our relationship with you and supersede all previous negotiations, agreements and commitments with respect to our relationship with you.

25.3 During the course of a matter, we may agree to undertake additional work for you by way of an increase of the scope in our Engagement Letter. This may be agreed in writing, including by e-mail, or orally by all parties. For the avoidance of doubt, any such agreement will form part of the Engagement Letter and will be subject to these Terms.

26 APPLICABLE LAW

26.1 Our relationship with you will be governed by the law of England and Wales and will be subject to the exclusive jurisdiction of the courts of England and Wales unless Scots law and Scotland is chosen as the governing law and exclusive jurisdiction respectively, as specified in our Engagement Letter.

27 ABOUT US

27.1 Burges Salmon LLP is a limited liability partnership registered in England and Wales (LLP number OC307212). A list of members, all of whom are solicitors, may be inspected at our registered office, One Glass Wharf, Bristol BS2 0ZX, England. Our VAT number is GB123 4156 48.

27.2 Burges Salmon LLP is authorised and regulated by The Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham B1 1RN. This means that we are governed by professional rules, which you can access on the SRA's website at www.sra.org.uk or by calling 0370 606 2555. Our SRA ID is 401114.

27.3 Burges Salmon LLP is also recognised and regulated by The Law Society of Scotland as a Scottish Multi-National Practice. This means that we are governed by professional rules, which you can access on the Society's website at www.lawscot.org.uk. The Society may be contacted at Atria One, 144 Morrison Street, Edinburgh, EH3 8EX or by calling 0131 226 7411. Our address for service in Scotland is Burges Salmon LLP, Atria One, 144 Morrison Street, Edinburgh, EH3 8EX.

June 2022